

EXHIBIT F

AMENDMENT TO
WHOLESALE POWER CONTRACT
BY AND BETWEEN
BASIN ELECTRIC POWER COOPERATIVE
AND
EAST RIVER ELECTRIC POWER COOPERATIVE, INC.

This Amendment to Wholesale Power Contract is made as of this 25 day of September, 2015, by and between Basin Electric Power Cooperative, 1717 East Interstate Avenue, Bismarck, North Dakota 58503 (**Seller**), a North Dakota electric cooperative corporation, and East River Electric Power Cooperative, Inc. (**Member**), a South Dakota cooperative whose principal place of business is located at 211 S. Harth Avenue, Madison, South Dakota 57042-0227.

WITNESSETH:

WHEREAS, Seller and Member entered into a certain Wholesale Power Contract dated April 5, 1962, as amended; and

WHEREAS, Seller is joining a Regional Transmission Organization (RTO) named the Southwest Power Pool (SPP) on October 1, 2015; and

WHEREAS, Seller intends to modify its transmission service obligations to pay all Federal Energy Regulatory Commission (FERC) pro forma wheeling assessments related to the Seller's power supply obligations; and

WHEREAS, Seller and Member are entering into this Amendment to modify and define Seller's Points of Delivery to Member; and

WHEREAS, Seller is planning for the eventual retirement of its existing generation sources and replacement with new sources that will require substantial financing; and

WHEREAS, Member acknowledges that Seller and potential lenders are relying on the Wholesale Power Contract with Member, and similar commitments from other members, to purchase power and energy for their present and future load requirement as security for the financing of Seller's facilities; and

WHEREAS, Seller and Member are entering into this Amendment to extend the term of their Wholesale Power Contract.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereby agree as follows:

- I. Section 2 of the Wholesale Power Contract shall be amended as follows:

Electric Characteristics and Delivery Point(s). Electric power and energy to be furnished hereunder shall be alternating current, three phase, sixty cycle. Seller shall deliver and Member shall receive such power and energy from Seller at any of the following points of interconnection:

- a) With the Southwest Power Pool.
- b) With Midcontinent Independent System Operator – Northern States Power Company dba Xcel Energy.
- c) With Midcontinent Independent System Operator – Otter Tail Power Company.
- d) With Midcontinent Independent System Operator - Montana Dakota Utilities Company.
- e) With Midcontinent Independent System Operator - MidAmerican Energy Company.
- f) Seller's generation within Member's system.

Member shall provide, or cause to be provided, necessary time registration metering for each Delivery Point used to determine Seller's power supply obligation to Member. Seller and Member shall establish appropriate criteria to calibrate, read, and maintain this metering equipment.

II. Section 4 of the Wholesale Power Contract shall be amended as follows:

Rate. Member shall pay Seller for all electric power and energy furnished hereunder at the rates and on the terms and conditions set forth in Rate Schedule "A", attached hereto and made a part hereof, as the same may be modified from time to time by Seller. The Board of Directors of Seller, at such intervals as it shall deem appropriate but in any event not less frequently than once in each calendar year, shall review the rate for electric power and energy furnished hereunder and under similar contracts with other members and, if necessary, shall revise such rate so that it shall produce revenues which shall be sufficient, but only sufficient, with the revenues of Seller from all other sources, to meet the cost of the operation and maintenance (including, without limitation, replacement, insurance, taxes, and administrative and general overhead expenses) of the generating plants, the transmission system, and related facilities of Seller, the cost of any power and energy purchased for resale hereunder by Seller, the cost of transmission service, the cost of lease payments, interest expense and depreciation expense or principal repayments of Seller, and to provide for the establishment and maintenance of reasonable reserves. Seller shall cause a notice in writing to be given to Member and other members of Seller and, so long as Seller is contractually obligated to do so, to the Administrator of the Rural Utilities Service which shall set out the proposed revisions of rate with the effective date thereof, which shall not be less than thirty (30) nor more than forty-five (45) days after the date of the notice, and shall set forth the basis upon which the rate is proposed to be adjusted and established. Member agrees that the rate from time to time established by the Board of Directors of Seller shall be deemed to be substituted for the rate herein provided and agrees to pay for electric power and energy furnished by Seller to it hereunder after the effective date of any such revision at such revised rates; provided, however, that for so long as Seller is contractually required to receive such approval, no such revision shall be effective unless approved by the Administrator of the Rural Utilities Service.

III. Section 10 of the Wholesale Power Contract as amended, is hereby amended by deleting the date "December 31, 2058", and substituting the date "December 31, 2075."

IV. Effective Date: The terms of this Amendment shall become effective October 1, 2015.



BASIN ELECTRIC POWER COOPERATIVE

ATTEST

By: 

Mark D. Foss

Assistant Secretary

By: 

Paul Sukut

CEO & General Manager

(SEAL)

EAST RIVER ELECTRIC POWER

COOPERATIVE, INC.

ATTEST

By: 

Ervin Fink

Secretary

By: 

James Ryken

President